

12.5.00

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

12-18-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101553984

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☒ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

11 10 00

Formerly

75360215

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

12/15/2000 610N11 00000165 75360215

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
625.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002196 FRAME: 0055

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (212) 692-1975

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 6

**Trademark Application Number(s) or Registration Number(s)**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75/360215 75/360216 75/495379  
75/702605 75/794310

1245604 1575583 1723483  
1777420 1797822 1811129  
11864960 1866565 1887493

**Number of Properties**

Enter the total number of properties involved.

# 26

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 665

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☒

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

LORI POTTS

Name of Person Signing

Signature

12/01/00

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**


1920242	2107504	2132807
2137967	2137968	2137969
2137980	2143244	2154294
2170249	2181458	2181459

## ASSIGNMENT OF SECURITY INTEREST (PATENTS AND TRADEMARKS)

Reference is made to each of the following:

(a) the Intellectual Property Security Agreement, dated as of May 2, 1995, made by PAGING NETWORK, INC., a Delaware corporation (the "Debtor"), in favor of BANK OF AMERICA, N.A. (successor in interest to NATIONSBANK OF TEXAS, N.A.), as Documentation Agent (the "Existing PageNet Documentation Agent"), and the other Secured Parties party thereto (the "Existing PageNet Secured Parties") (as amended through November 10, 2000, the "Existing Intellectual Property Security Agreement"); and

(b) the Notice of Security Interest in Trademarks, executed by the Debtor and Existing PageNet Documentation Agent pursuant to the Existing Intellectual Property Security Agreement (the "Notice of Security Interest in Trademarks").

WHEREAS, the Debtor entered into the Existing Intellectual Property Security Agreement and the Notice of Security Interest in Trademarks, to secure the payment of obligations of the Debtor to the Existing PageNet Documentation Agent and the Existing PageNet Secured Parties;

WHEREAS, an executed copy of the Existing Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on Reel 1394 and Frame 0594, on September 8, 1995;

WHEREAS, an executed copy of the Notice of Security Interest in Trademarks was recorded in the United States Patent and Trademark Office on Reel 2028 and Frame 0764, on March 2, 2000; and

WHEREAS, the Existing PageNet Documentation Agent has assigned its rights under the Existing Intellectual Property Security Agreement to The Bank of New York, as Collateral Agent (the "Collateral Agent"), under and pursuant to (a) the Amended and Restated PageNet Intellectual Property Security Agreement, dated as of November 10, 2000, made by the Debtor in favor of the Collateral Agent and (b) the Joinder and Assumption Agreement, dated as of November 10, 2000, by and among Arch Wireless Holdings, Inc., the Debtor, each subsidiary of the Debtor listed on Schedule I thereto, the Existing PageNet Documentation Agent, each of the Existing PageNet Secured Parties and The Bank of New York, as Administrative Agent, under the Third Amended and Restated Credit Agreement, dated as of March 23, 2000, by and among Arch Wireless Holdings, Inc. (formerly, Arch Paging, Inc.), the lenders party thereto and the Agents party thereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Existing PageNet Documentation Agent hereby:

(a) Assigns to the Collateral Agent any and all liens, security interests, right, title and interest of the Existing PageNet Documentation Agent pursuant to the Existing Intellectual Property Security Agreement and the Notice of Security

Interest in Trademarks in the patents, trademarks and other items which are described more fully on Exhibit A attached hereto, without recourse or representation or warranty, express or implied; and

(b) Authorizes and requests the United States Patent and Trademark Office to note and record the existence of the assignment hereby given.

IN WITNESS WHEREOF, the Existing PageNet Documentation Agent has caused this Assignment to be signed by its duly authorized officer as of the 10th day of November, 2000.

BANK OF AMERICA, N.A., as Documentation Agent

By: William E. Livingston, IV  
Name: William E. Livingston, IV  
Title: Managing Director

CONSENTED TO AND AGREED:

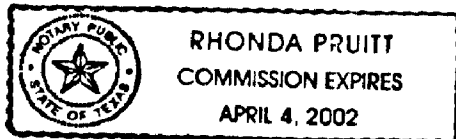
PAGING NETWORK, INC.

By: [Signature]  
Name: William E. Livingston, IV  
Title: Managing Director

ACKNOWLEDGMENT

STATE OF Texas )  
 )SS:  
COUNTY OF Dallas

On November 6, 2000 before me personally came William E. Livingstone, IV to me known, who, being by me duly sworn, did depose and say that he resides at 921 Meadow St., Suite 200, Dallas, TX 75243; that he is an officer of Bank of America, N.A., the entity described in and which executed the above instrument; and that he is duly authorized to sign his name thereto.



Rhonda Pruitt  
Notary Public  
My Commission Expires: April 4, 2002

[Notary Seal]

# INTELLECTUAL PROPERTY

## I. PENDING SERVICE MARKS AND TRADEMARKS

### UNITED STATES

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
MARKETTRAX			75-495379	06/03/98	Pending SOU due 12/12/00
MYCLIPS			75-702605	05/11/99	Pending SOU due 01/25/01
PAGENET			75-360216	09/19/97	Pending SOU due 12/01/00
PAGENET stylized			75-360215	09/19/97	Pending SOU due 12/08/00
VOLLEY			75-794310	9/8/99	Pending Published 08/22/00

## II. REGISTERED SERVICE MARKS AND TRADEMARKS

### UNITED STATES

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
1-800-VOICENOW	2,132,807	01/27/98	75-270355	04/07/97	Issued Use: 01/27/03-04 Renew: 01/27/08
BEEPS & VIBES	1,797,822	10/12/93	74-363711	03/01/93	Issued Use 10/12/98-99 (8/15 filed '9) Renew: 10/12/03
CALLWORX	2,137,967	02/17/98	75-176282	10/03/96	Issued Use: 02/17/03-04 Renew: 02/17/08
DIALWORX	2,137,968	02/17/98	75-176145	10/03/96	Issued Use 02/17/03-04 Renew: 02/17/08
E-WORX	2,154,294	04/28/98	75-176345	10/03/96	Issued Use: 04/28/03-04 Renew: 04/28/08
FAXNOW	1,887,493	04/04/95	74-526202	05/18/94	Issued Use 04/04/00-01 Renew: 04/04/05
HEAR THE LATEST	2,181,458	08/11/98	75-236043	02/04/97	Issued Use 08/11/03-4 Renew: 08/11/08
IMAGEWORX	2,137,967	02/17/98	75-176144	10/03/96	Issued Use 02/17/03-04 Renew: 02/17/08



<u>Mark</u>	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
<b>MESSAGENOW</b>	1,920,242	09/19/95	74-588976	10/21/94	Issued Use: 09/19/00-01 Renew: 09/19/05
<b>MISCELLANEOUS DESIGN (Man with beeper)</b>	1,723,483	10/13/92	74-242452	01/30/92	Issued Renew: 10/13/02
<b>ONEWORX</b>	2,170,249	06/30/98	75-176441	10/03/96	Issued Use: 06/30/03-04 Renew: 06/30/08
<b>PAGEBANK</b>	2,143,244	03/10/98	75-072789	03/14/96	Issued Use: 03/10/03-04 Renew: 03/10/08
<b>PAGEMAIL</b>	1,575,583	01/02/90	73-796447	10/23/95	Issued Renew: 01/02/00
<b>PAGENET</b>	1,245,604	07/12/83	73-376947	07/28/82	Issued Renew: 07/12/03
<b>PAGENET IN TOUCH AND INGENIOUS</b>	2,107,504	10/21/97	75-236261	02/04/97	Issued Use 10/21/02-03 Renew: 10/21/07
<b>PAGENET NATIONWIDE and design</b>	1,864,969	11/29/94	74-456175	11/02/93	Issued Use 11/29/99-00 Renew: 11/29/03
<b>PAGENET stylized</b>	1,811,129	12/14/93	74-373422	03/30/93	Issued Use 12/14/98-99 (8/15 filed?) Renew: 03/30/03
<b>SUREPAGE</b>	1,777,429	06/15/93	74-182089	07/03/91	Issued Renew: 06/15/03
<b>VOICENOW</b>	1,866,565	12/06/94	74-291830	07/07/92	Issued Use 12/06/99-00 (8/15 filed?) Renew: 12/06/04
<b>VOICENOW PAGENET and design</b>	2,181,459	08/11/98	75-236258	02/04/97	Issued Use 12/06/03-04 Renew: 12/06/08
<b>VOICEWORX</b>	2,137,989	02/17/98	75-192476	11/04/96	Issued Use 02/17/03-04 Renew: 02/17/08